

City of Indianapolis / Marion County  
Community Corrections Inquiry for Case  
Management and Electronic Monitoring  
Services

## 1. General Information

The City of Indianapolis, Marion County Superior Courts through Marion County Community Corrections herein referred to as “City” is presenting this inquiry regarding the contents herein. The City is looking for a qualified vendor to provide case management services based on evidence based practices and according to Marion County Community Corrections policies to clients sentenced to Marion County Community Corrections by the Courts. The vendor must be able to supervise a portion of MCCC clients, as determined by MCCC staff, according to all MCCC policies and procedures. The vendor will provide its own office space with its own staff at a convenient location in close proximity to the MCCC office located at 140 East Washington Street, Indianapolis, Indiana.

- 1.1. Responses to this inquiry must be received by e-mail to Susan Bentley, Contract Manager, ([Susan.Bentley@indy.gov](mailto:Susan.Bentley@indy.gov)) no later than **10/1/15** at 12:00 Noon (EST).
- 1.2. All questions concerning this inquiry must be in written form and received no later 10:00 am (EST) on **9/24/2015** preferably by e-mail to Ms. Bentley at [Susan.Bentley@indy.gov](mailto:Susan.Bentley@indy.gov) or faxed to (317) 327–1111. Questions submitted after this time will not be entertained.
- 1.3. The City reserves the right to reject any or all responses to this Request for Qualifications, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective responses received.
- 1.4. A qualified vendor may be selected for award of a contract on the basis of demonstrated competence and qualification for the type of services required without regard to fee. Thereafter the City may negotiate contract for the services at a fair and reasonable fee with the most suitable firm.
- 1.5. The vendor selected for award will be an integral member of the City Project Team, consisting of the Vendor personnel, City employees and other consultants as required.
- 1.6. A Sample Agreement, which includes insurance requirements, is attached for review. This document contains the City’s standard terms but may not contain language specific to this request. Vendor should review the contents and be prepared to discuss the terms and conditions with the City should they be selected for further negotiations. Any exceptions to the standard language in the sample contract shall be noted in Vendor’s response. Please take particular note of the insurance requirements.

## 2. Anticipated Scope of Work

Anticipated services shall include:

### I. SERVICES TO BE PERFORMED:

- A. The Marion County Courts will order offenders into an electronic monitoring program and the County will screen each offender for proper placement with the Contractor. The Contractor shall electronically monitor all court-ordered participants on a (24) twenty-four-hour-a-day, (7) seven-day-a-week basis.
- B. All new Marion County referrals for electronic monitoring will be received at County's Intake Unit. Each case will be processed and entered on the County's case management system. All participants will be monitored and processed by either the County or an outside monitoring contractor. Contractor shall receive up to a maximum of 800 active cases at any given time. If agreed by both parties, this number may increase. The conditions of placement for each offender selected for the program will be communicated to Contractor at the time of referral by the County.
- C. The County reserves the right to determine the number of participants referred to Contractor and to adjust that allocation based 1) on Contractor compliance with the terms of this Agreement, 2) on caseload size as defined by evidence-based practices, or 3) on the type of equipment needed and whether the Contractor is currently capable of supervising clients on such equipment. The County will make any final decisions pertaining to this matter. The County will make notice in writing to the Contractor within five (5) business days as to the adjustment.
- D. Contractor shall only accept Marion County referrals that were processed through the County's Intake Unit and referred to the Contractor. If the County's Executive Director determines that the Contractor did accept Marion County referrals outside of the agreed upon referral process, the County's Executive Director may take action to terminate this Agreement pursuant to the termination provisions herein.
- E. **Equipment Hook Up.** Equipment installations and removal services shall be conducted by County or outside vendor as contracted with the County at an agreed upon location during agreed upon hours. The County will notify Contractor of newly referred offenders via a designated agreed upon method. Offenders will then be instructed to report to Contractor at the Contractor's designated location for purposes of being case managed. The offender should arrive within 30 minutes of the notification. In the event the offender does not arrive within this timeframe, Contractor shall immediately notify County.
- F. **Hours of Operation.** Contractor's offender tracking software shall operate twenty-four (24) hours per day, seven (7) days per week. Contractor's case managers shall be available for offenders' office visits Monday through Friday from at least 8 am to 4:30 pm.
- I. **Reports.** For report and activity information, the Contractor shall provide County access to its software through either a desktop or laptop connection. The Contractor shall coordinate with the County's software vendor in developing technology that permits real-time access to the Contractor's electronic case management system. The reports shall then be printed for additional officer viewing as needed. At the request of the County and not less than quarterly each year, Contractor shall provide a copy of the internal monitoring and/or notification reports as well as a Continuous Quality Improvement Plan.
  - 1. Contractor shall cooperate with providing all information that is requested by the County

necessary in completing quarterly and annually statistical reporting for:

- a. The Indiana Department of Correction,
- b. The Courts, or
- c. Other Federal, State or local governments

J. **Training Services.** Contractor shall provide all of its case management staff annual 'refresher' training. Documentation of this training shall be available to the County upon request. Trainings for existing and new Contractor staff members shall include, but not be limited to the functionality of the equipment, the differences between GPS and Home Detention equipment, the installation of equipment, troubleshooting, equipment maintenance issues, fee collections, confidentiality, and harassment and discrimination. At Contractor's expense, unless otherwise indicated herein, Contractor agrees that all Case Managers shall complete the following training sessions within sixty (60) days of the start date of this Agreement with bi-annual refresher training thereafter:

1. Motivational Interviewing by certified facilitator approved by County
2. Field Safety (provided by the County at no cost to the Contractor)
3. Cultural Diversity by certified facilitator approved by County
4. Documentation/Data Entry (provided by the County at no cost to the Contractor)
5. Risk/Assessment Tool by certified facilitator approved by County

## II. **CONTRACTOR'S OBLIGATIONS**

- A. Contractor shall operate its case management contemplated by this Agreement pursuant to all written policies, guidelines, and procedures adopted by the Marion County Community Corrections Board (Board), which are incorporated by reference, and in accordance with all applicable statutes, ordinances, rules, and regulations. All the Board's case management policies, guidelines, and procedures are incorporated herein by reference and shall be followed as amended from time-to-time. County will provide Contractor with an up to date version of policies and procedures not more than forty-eight hours after the policy or procedure has been adopted.
- B. Contractor shall have, and provide to the County, an up-to-date manual that describes Contractor's services, procedures, and policies for all elements of work contained herein, and shall operate according to this manual. Contractor shall obtain the County's approval of Contractor's manual; any proposed changes to Contractor's manual shall also be subject to the County's prior approval. Contractor shall not substitute or otherwise replace the brand or type of monitoring system during the term of this Agreement without the County's prior **written** approval.
- C. In the event that a conflict arises between the in-house procedures, policies, or guidelines of Contractor and the Board, the Board's procedures, policies, or guidelines shall govern.
- D. Contractor shall attend all meetings of the Advisory Board, and shall participate in meetings with the County's Community Corrections Executive Director or his or her designee to monitor and evaluate performance of this Agreement.
- E. Unless otherwise directed by a Court, Contractor shall immediately respond to any conduct by a program participant that reasonably could be interpreted as a violation according to the County's or Board's policies or procedures. Contractor shall forward all necessary information regarding such conduct to the Board's Executive Director as soon as possible. The County shall then be responsible for reporting all violations directly to the appropriate Court.

- F. Contractor shall obtain verification, which shall be documented and easily understood, for all activities by each client outside his or her residence, including but not limited to employment, education, and treatment.
- G. Contractor shall prohibit “social” passes for offenders, and shall prohibit out-of-state and out-of-county travel by offenders absent a prior order from the appropriate Court. Contractor may authorize three-hour “errand passes” on a weekly basis for participants.
- H. Contractor shall be responsible for appearing at all court hearings for Contractor’s offenders where a violation has occurred or where otherwise reasonably requested. Contractor shall compose and be prepared with thorough notes relating to the violation, overall program compliance.
- I. Contractor shall prohibit offenders placed on home detention from working more than sixteen (16) hours per day.
- J. Contractor shall prohibit offenders placed on home detention from job search passes for more than five (5) hours in length.
- K. Contractor shall prohibit offenders placed on home detention from more than two (2) job search passes per week. Consideration will be made for existing job search programs.
- L. Contractor shall file an Emergency Management Disaster Plan with the County annually.
- M. Contractor agrees that it and all persons employed by Contractor shall not disclose information as to the past criminal record of any participant, except as specifically authorized by the Board. Files on participants in the program shall be securely locked and handled in compliance with Indiana Code I.C. 11-8-5-1. Contractor agrees to hold the Board, the County, the Consolidated City of Indianapolis, and Marion County harmless in the event of a civil suit resulting from or arising out of Contractor’s negligent and unauthorized disclosure of participant information.

### **III. FACILITIES**

- A. Contractor’s facility shall meet all state and local zoning ordinances, and other applicable requirements including, but not limited to, the standards promulgated by the State Board of Health, the Occupational Safety and Health Administration, the Marion County Health Department, the State Fire Marshal, and the Fire Prevention and Building Safety Commission.
- B. Contractor shall have documentation confirming adherence to local laws, ordinances, and codes where applicable, and shall promptly provide the County with copies of any reports or documentation resulting from inspections performed to monitor compliance with the requirements referenced in Section III, A herein.
- C. The County reserves the right to conduct an on-site inspection of Contractor’s facility, upon reasonable notice.
- D. Contractor will secure a downtown location within reasonable walking distance from Marion County Community Corrections (MCCC) and the City-County Building.

### **IV. PERSONNEL**

- A. Contractor shall provide and maintain an organizational chart showing staff responsibilities and written job descriptions accurately describing current duties for all personnel performing services under this Agreement.

- B. Contractor shall identify and establish minimum employment qualifications for all personnel performing services under this Agreement. Contractor shall ensure that all personnel are adequately trained to perform their assigned duties and responsibilities. Contractor shall ensure that Case Managers hired will have a four-year degree in a related field.
- C. Contractor shall prohibit fraternization of a social or business nature between its personnel and the Program participants.
- D. Contractor shall ensure that its employees are at least twenty-one (21) years of age. Contractor shall properly screen its employees for suitable placement within this program. This includes, but is not limited to a criminal background check and drug screening. Contractor shall give written notice to County within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation.
- E. County, through its Executive Director, reserves the right to refuse any personnel assigned to the Program by Contractor and request an immediate replacement. If notified by the County of an allegation of inappropriate or improper behavior on the part of one of its employees, Contractor shall immediately investigate the allegation. Any accusation of inappropriate conduct on the part of an employee of the Contractor with one of the offenders may result in the Executive Director asking for a replacement or terminating this Agreement pursuant to the termination provisions herein.
- F. Contractor shall have adequately trained and physically capable monitoring staff available twenty-four (24) hours per day, seven (7) days a week.
- G. Contractor shall perform field visits that comply with the Contact Standards as provided by the County. Further, Contractor shall prohibit staff member from conducting fieldwork without having a partner.
- H. Contractor shall notify the Executive Director of all requests by the news media for information relating to the program prior to such information being provided.
- I. If Contractor's staff will be or is equipped with firearms, Contractor shall ensure that its staff is properly trained in the use of firearms, and Contractor agrees to provide the County with a copy of its policies and procedures regarding the use of firearms.
- J. Contractor shall ensure that its staff interacts with participants in a professional manner and in accordance with the County's personnel policies and guidelines at all times.
- K. Contractor shall provide the Executive Director with a copy of the current job description for a Case Manager to assure that the requirements and described duties of the Case Manager are comparable to that of a Community Corrections Community Supervision Manager.

#### **V. PROGRAM EVALUATION**

- A. Client and Contractor satisfaction surveys will discuss the degree of satisfaction with the delivery of services. Also viewed will be the results of random drug-screen results for Program participants.
- B. In the event the Executive Director determines that Contractor is failing to comply with one or more of the terms and conditions of this Agreement, the County may cease referrals to Contractor until such non-compliance shall have been cured.

#### **VI. REVIEWS AND REPORTS:**

- A. **Risk and Needs Assessment:** All offenders shall be assessed through use of the Indiana Risk Assessment System (IRAS) within thirty (30) days of admission to the program. The IRAS tools consist of an assessment interview, a self-report questionnaire, and the assessment tool itself. This assessment identifies major and minor factors influencing risk and needs. All interventions shall be cognitive / behavioral in nature and all activities shall be implemented consistent with evidence-based practices.

Contractor shall use the Pre-trial Tool (PAT) on all clients reporting for pre-trial supervision at the first office visit within 30 days of arrival. No case plan is required for pre-trial clients.

Contractor shall use the Community Supervision Screening Tool (CSST) on offenders who have 179 actual days or less to serve in the program. This shall be completed at the first office visit within the first thirty (30) days of arrival. No written case plan is required with the CSST.

Contractor shall use Community Supervision Tool (CST) on offenders having 180 actual days or more to serve. The CST is designed to assess an offender's risk of reoffending and identify criminogenic needs to assist in making decisions regarding supervision. The CST shall be completed at the first office visit within thirty (30) days of arrival if a CST was not completed under the same cause number within the past twelve (12) months. Reassessments shall be completed a minimum of every twelve (12) months. A discharge assessment shall be completed by the Contractor two weeks prior to discharge, on all cases serving 180 actual days or more. A written case plan is required for all moderate or high risk offenders. An informal case plan is required for all low risk offenders with moderate or high domains on the CST.

B. **Indiana Risk Assessment System (IRAS) Users**

Every approved user permitted access to the Indiana Risk Assessment System (IRAS) shall maintain the security and confidentiality of the data contained therein and shall only access and use this data for the sole purpose of carrying out official business as noted in the contract agreement with the County. The Indiana Supreme Court's Division of State Court Administration reserves the right to prohibit any user from accessing the IRAS who accesses or uses information in the IRAS for purposes other than official business as stated in the contract with the County. The County reserves the right to prohibit any Contractor staff from working with County offenders for violating the conditions of this provision. Contractor agrees to notify County within 24 hours when a staff member with IRAS access changes employment status impacting access rights pursuant to this Agreement.

- C. **Individual Case Plan:** Case Plans shall be generated on all clients who score in the moderate and high risk levels on the IRAS assessment (Males 15+, Females 14+) and have 180 actual days or more to serve from their sentence date. Those individuals with 179 actual days or less to serve do not require a written case plan, however, IRAS domains scoring in the moderate or high range must be addressed and documented in the notes. The Contractor shall develop an individual case plan with the offender that includes, but is not limited to, the following:

1. Identification of problem areas (as identified through IRAS)
2. Goal Identification (short and long term, as well as steps to achieve the goals)
3. In-House programs to be utilized to address problem areas outlined above and to meet identified goals.
4. Outside resources to be utilized to address the above outlined problem areas and identified goals.

The initial case plan shall be completed within forty-five (45) business days of the offender's arrival.

Case plans must match the identified need areas on the IRAS and target all domains falling in the moderate to high range. Case plan goals must be objective, measurable, and attainable.

Case plans shall be reviewed and updated at every office visit and documented in case notes. A signed copy shall be maintained in the offender's file. All offenders shall be provided with a copy of their case plan at each meeting.

- D. **Programming:** All offenders referred for programming/treatment must have a current IRAS score to determine risk level. Referrals to programming shall directly correlate with identified areas of risk/needs on the IRAS. Additional information may come from contacts with offender, and the orders of the court, and all shall be consistent with evidence-based practices.

Offenders scoring Moderate Risk (15-21 for males, 14-21 for females) shall be referred to programming, as available in-house with Contractor or via referral to a community agency approved by County, consistent with orders of the Court, needs identified during the IRAS assessment, personal interview, and additional information obtained by the Case Manager.

Offenders scoring High Risk (22+ for males, 22+ for females) shall be referred to County's in-house programming, as available in-house with County, or via referral to a community agency approved by County, consistent orders of the Court, needs identified by the IRAS assessment, personal interview, and additional information obtained by the Case Manager.

All policies regarding programming shall resemble County's policies. This shall be submitted annually within thirty (30) calendar days of contract commencement and/or within five (5) business days of revision of program policies.

- E. **Contact Standards:** Contractor is required to meet the minimum contact standards with each offender based on the offender's IRAS score. New offender appointments must take place within five (5) business days of being referred to Contractor. Minimum contact standards shall be followed. At each office visit the offender shall be required to complete and sign the sign-in sheet provided to the Contractor by the County. The case manager will be responsible for ensuring that the offender fully completes the sign-in sheet and the information is accurate. The case manager will then sign the form to confirm that the office visit did occur.

It will be the case manager's responsibility to fully document each office, field, and collateral contact using the case note templates provided by the County for this purpose. The templates are to be completely updated in full at each visit with any new information that is obtained per the template outline.

<b>IRAS risk level</b>	<b><i>Very High / High</i> (Males 22 &amp; up Females 22 &amp; up)</b>	<b><i>Moderate / Low</i> <i>Moderate</i> (Males 15-21 Females 14-21)</b>	<b><i>Low</i> (Males 0-14 Females 0-13)</b>
<b># Office Visits</b>	<b>1 every 30 days</b>	<b>1 every 45 days</b>	<b>1 every 60 days</b>
<b># Field Visits</b>	<b>1 every 30 days</b>	<b>1 every 60 days</b>	<b>0</b>
<b># Non face-to-face collateral contacts</b>	<b>2 every 30 days</b>	<b>1 every 30 days</b>	<b>1 every 30 days</b>

- F. Urinalysis Results:** Each County offender will be tested on a random basis. Procedures for conducting urine screens shall be established to ensure the integrity of the individual test samples, including documentation necessary to ensure proper chain of custody. Contractor may use an alternative, recognized testing methodology to urinalysis if approved in advance by County.

Additional samples may be required for the offender if probable cause exists to believe that the offender is under the influence of any intoxicating substance. Also, offenders with a history of chronic substance abuse may be tested more frequently if it is deemed necessary by the Contractor and it has been approved by the County staff.

For any urinalysis screening fees deferred at the time of the screening, the Contractor will be responsible for collecting those fees from the offenders. If the Contractor chooses to use the County's urinalysis screening vendor, the Contractor will be billed directly by the vendor and shall be responsible for fee collections from offenders.

Copies of all urine test results shall be forwarded to the Contractor within three (3) business days of their return by the County's designee via e-mail. All offenders who test positive shall be referred for a substance abuse evaluation. Copies of all urine test results sheets shall be placed into the offender's case file and also a case note shall be entered into the case management system indicating the results of the test.

### **3. Inquiry Response (Selection Criteria)**

- 3.1. The Vendor will be selected through a qualification-based selection process. Firms interested in providing services must submit an Inquiry Response (IR) that addresses the following evaluation criteria. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the IR may be used to evaluate your firm as part of any criteria regardless of where that information is found within the IR. Information obtained from the IR and from any other relevant source may be used in the evaluation and selection process.
- 3.2. **Response Cover Letter** (1-page) containing at a minimum: Company name, contact name, address, fax number, and email address
- 3.3. **Inquiry General Information**
- 3.3.1. Description of firm/team
  - 3.3.2. Legal company organization; organization chart with names
  - 3.3.3. List of applicable licenses
- 3.4. **Relevant Firm Experience**
- 3.4.1. Applicant's overall reputation, service capabilities and quality as it relates to this project.
  - 3.4.2. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss relevant history, if applicable.  
Please supply a minimum of three (3) referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
  - 3.4.3. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
  - 3.4.4. Applicant's capacity and intent to proceed without delay if selected for this work.

### **3.5. Team Experience and Qualifications**



- 3.5.1. Describe each team member's position within the firm. Provide resumes of each proposed team member in an Appendix A.
- 3.5.2. Briefly describe each team member's role on this project.
- 3.5.3. Provide "team" experience working together on similar projects.
- 3.5.4. Identify any proposed subcontractors

**3.6. Project Understand and Approach**

- 3.6.1. Describe your understanding of the project.
- 3.6.2. Identify and discuss any potential problems.
- 3.6.3. Identify and discuss methods to mitigate those problems.

**3.7. Approach to Project Management**

- 3.7.1. Describe your firm's project management approach and team organization during all project phases.
- 3.7.2. Describe the system(s) to be used for all services requested.
- 3.7.3. Describe the firm's experience on quality assurance and dispute resolution.

**3.8. Other Factors**

- 3.8.1. Current workload and ability to proceed promptly.
- 3.8.2. Willingness to abide by City of Indianapolis standard form agreements with few or no objections or changes (reference Attachment A).
- 3.8.3. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- 3.8.4. Relevant factors impacting the quality and value of work.

**4. Submittal Requirements**

- 4.1. The IR shall include a one-page cover letter plus a maximum of fifteen (15) pages to address the IR criteria specified in Section 2 (excluding Resumes). Table of Contents and section divider pages do not count towards the total page count. Resumes for each key team member shall be limited to no more than two pages and shall be attached as an Appendix A.
- 4.2. Two (2) copies of the Inquiry Response and Appendix A must be submitted.
- 4.3. Failure to comply with the following criteria may be grounds for disqualification:
  - a. Receipt of submittal by the specified cut-off date and time.
  - b. The number of originals and/or copies of the submittal specified.
  - c. Adherence to maximum page requirements.
- 4.4. The response should use standard 8-1/2 x 11 inch, white, 20 lb., copy paper printed on one side only, pages shall contain no staples, binding, and fastening of any kind.
- 4.5. Response may be secured with standard metal spring type clips, plastic clips or plastic bindings that are easily removable, or may be three-hole punched and placed in a basic three ring binder.
- 4.6. Response pages should be sequentially numbered.
- 4.7. Tabs or other separators should serve to divide major sections of the response.
- 4.8. Response should be appropriately titled on the front cover with the title of this Inquiry, the Proposer's name and the due date.

- 4.9. Pages that have photos, charts and graphs will be counted towards the maximum number of pages.
- 4.10. All responses and reference material presented must be written in the English language. Main text shall be a common, easily read typeface (Arial, Times New Roman, etc.) and should not be smaller than number 11 point.

## **5. Selection Process and Schedule**

- 5.1. A Project Evaluation Team will evaluate each Inquiry Response (IR) according to the above criteria, as well as past performance evaluations, and will select a minimum of three (3) finalists that will be Short Listed for further review and evaluation. The Short List firms will meet with the Project Evaluation Team for interviews. The purpose of the interview will be to expand on the information provided in the IR, not to repeat information already provided. Those firms selected for the Short List will be provided additional instruction by the City.
- 5.2. The firms on the short list may be required to provide official proposals indicating more specifics as to how they will provide the services required.
- 5.3. Any or all Short Listed firms may be required to provide one or more formal proposals in front of the Marion County Community Corrections Advisory Board. The Advisory board may make the final decision on the contract award. All decisions by the board will be final.
- 5.4. Requests for debriefings or to review Inquiry responses submitted, shall be made in writing to the City. All information submitted by firms and related Project Evaluation Team evaluations and rankings shall be considered confidential until after contract execution and award by the City.

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## **ATTACHMENT A: SCOPE OF SERVICES**

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

**MONITORING SERVICES AGREEMENT**  
**Between**  
**MARION COUNTY COMMUNITY CORRECTIONS AGENCY**  
**By and through the**  
**MARION COUNTY COMMUNITY CORRECTIONS BOARD**  
**And**

This Agreement for Community Corrections Monitoring Services (hereinafter referred to as "Agreement"), entered into by and between. (hereinafter referred to as "Contractor") and Marion County Community Corrections Agency, by and through the Marion County Community Corrections Board, (hereinafter referred to as "County"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **SECTION I. INTERPRETATION AND INTENT**

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of County or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to County, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against County solely by virtue of County or County's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### **SECTION II. DUTIES OF CONTRACTOR**

- 2.01 Contractor shall provide services as specified in Attachment A, Scope of Work, attached hereto and incorporated into this Agreement.

### SECTION III. TERM

- 3.1 The term of this Agreement shall begin September 1, 2015 and shall terminate on September 1, 2016 unless terminated earlier in accordance with this Agreement.
- 3.2 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both County and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached here to and incorporated herein.
- 4.2 Based on the rates set forth in Attachment B, the Contractor shall pay the County within thirty days after receipt of invoice from County. Contractor shall submit properly itemized documentation for the services performed and fees collected under this Agreement in the timeframe defined by County. Contractor shall cooperate with and provide any other necessary information to County needed to substantiate County or Contractor records.

### SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate County in any way.
- 5.2 Subcontracting.
- 5.2.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.2.2 Minority, Women and Veterans Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, and three percent (3%) Veteran's Business Enterprises in the performance of services under this Agreement; or

- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

5.3 Necessary Documentation. Contractor certifies that it will furnish County, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.4 Confidentiality.

5.4.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from County during the performance of its services is confidential and may not, without prior written consent of County, be disclosed to a person not in County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to County prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.4.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, County that is required to be kept confidential by County pursuant to Indiana law except as contemplated by this 5.04.1(d), above.

5.4.3 Contractor acknowledges that County will not treat this Agreement as confidential information and will post the Agreement on the County website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein, shall not be considered an act of County.

5.5 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by County or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to County. County reserves the right to perform quarterly audits of Contractor's business as it relates to fulfilling the obligations of this Agreement. If the County deems it necessary, more frequent and/or more thorough audits may be performed. Should, as a result of the audit, the County deem the performance of the Contractor unsatisfactory, the Executive Director of Marion County Community Corrections may suspend

referrals to the Contractor or the County may terminate this Agreement. The Executive Director is to provide the Contractor with a written statement outlining the reasons for the suspension of referrals as well as a date/time to meet with the Contractor.

## 5.6 Ownership.

- 5.6.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.6.2 All Works made or created by Contractor, either solely or jointly with County, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of County. At County's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in County. Without the prior written consent of County, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. County shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.
- 5.6.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

## 5.07 Insurance.

- 5.7.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
  - 2) Claims for damages because of bodily injury and personal injury, including death, and;
  - 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

### A. Worker's Compensation & Disability Statutory

B.	Employer's Liability Bodily Injury Accident	\$ 100,000 each accident	
	Bodily Injury by Disease		\$
	500,000 policy limit		
	Bodily Injury by Disease		\$
	100,000 each employee		
C.	Excess Auto Liability	\$1,000,000(single limit)	
	(owned,		
	hired & non-owned)		
	Bodily injury & property damage	\$1,000,000	
	each accident		
D.	Commercial General Liability	(Occurrence Basis)	
	Bodily Injury, personal injury, property damage,		
	Contractual liability, product/completed operations		
	General Aggregate Limit	\$2,000,000.00	
	(Other than Products Completed Operations)		
	Products/Completed Operations	\$1,000,000.00	
	Personal and Advertising Injury Limit	\$500,000.00	
	Each Occurrence Limit	\$1,000,000.00	
	Fire Damage (any one fire)	\$50,000.00	
	Medical Expense Limit	\$5,000.00	

**NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT**

E.	Umbrella Excess Liability	\$1,000,000 each occurrence
	and aggregate	

5.7.2 Certificates of Insurance, naming the City of Indianapolis/Marion County as an "additional insured," (C. D. and E. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with County prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to County.

5.7.3 With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.7.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

**5.8 Termination for Cause or Convenience.**

5.8.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it

otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

- 5.8.2 This Agreement may be terminated in whole or in part in writing by County for County's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with County prior to termination. If County terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.8.3 Upon receipt of notice of termination for default or for County's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to County all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.8.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of County. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.9 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. County agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. County shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of County.
- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or



such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To County:

John J. Deiter, Executive Director  
Marion County Community Corrections  
140 E. Washington Street  
Indianapolis, IN 46204

- 5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with County. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and County may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by County or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the County for such costs. County may withhold payments on disputed items pending resolution of the dispute.
- 5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.
- 5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum.

- 5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations there under after execution of this Agreement shall be reviewed by County and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion
- 5.18 Waiver. County's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of County's rights or remedies.
- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. Contractor shall be liable to County for reasonable attorneys' fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.
- 5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by County.
- 5.23 Debarment and Suspension
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.23.2 Contractor shall provide immediate written notice to County if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

- 5.23.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to County. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, County may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.
- 5.25 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.25.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, County shall require Contractor to remedy the violation not later than thirty (30) days after County notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) period, County shall terminate the contract for breach of contract. If County terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to County for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.25.2 If Contractor employs or contracts with an unauthorized alien but County determines that terminating the contract would be detrimental to the public interest or public property, County may allow the contract to remain in effect until County procures a new contractor.
- 5.25.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.25.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with County prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the County.
- 5.26 Transition Plan: At the conclusion of this Agreement, Contractor shall assist County in planning and carrying out a plan to transition current participants from their program to any new vendor(s).

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SAMPLE

### **E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_ SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**CONTRACTOR NAME ( "Contractor")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSOLIDATED CITY OF INDIANAPOLIS XXXXXXXX ("City")**

By: \_\_\_\_\_  
XXXXXX, XXXXXX

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Scott Dean, Assistant Deputy  
Corporation Counsel

Date: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF FUNDING:**

\_\_\_\_\_







